

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PRAMCO CV9, LLC,

Plaintiff

v.

GUILLERMO DANIEL BOBÉ-PESQUERA,
YAMARIS LAMBOY-LÓPEZ, and the
conjugal partnership constituted
by both,

Defendants

CIVIL NO. 08-1984 (JP)

JUDGMENT BY DEFAULT

The Court has before it Plaintiff Pramco CV9, LLC's ("Pramco") motion for default judgment (**No. 7**) against Defendants Guillermo Bobé-Pesquera, his wife Yamaris Lamboy-López, and the Conjugal Partnership between them (collectively, "Defendants"). The motion is **GRANTED**.

Upon Plaintiff's motion for judgment, and it appearing from the records of the above-entitled case that default was entered by the Clerk of this Court against Defendants on February 10, 2009 (No. 6) for their failure to plead or file an answer to the Complaint or otherwise appear in the above cause, Plaintiff is entitled to a judgment by default.

Pursuant to Rule 55 of the Federal Rules of Civil Procedure, when a defendant is in default and a plaintiff's claim is for a sum

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certain, default judgment may be entered "on the plaintiff's request, with an affidavit showing the amount due." Fed R. Civ. P. 55(b)(1).

Pursuant to 28 U.S.C. § 1746,

[w]herever, under any law of the United States or . . . rule, regulation . . ., any matter is required or permitted to be supported . . . by . . . sworn declaration . . . or affidavit, . . . such matter may, with like force and effect, be supported, evidenced, established, or proved by . . . unsworn declaration . . . under penalty of perjury.

Plaintiff's motion for default judgment is supported by the unsworn declaration under penalty of perjury of loan officer Iliana Payano, dated February 12, 2009. Said statement complies with the requirements of Rule 55 and 28 U.S.C. § 1746.

IT IS HEREBY ORDERED:

1. On April 21, 2005, the original borrowers - the Defendants - subscribed a mortgage note for the principal amount of \$176,500.00 with interest at the rate of six and one quarter per cent per annum.

2. Said mortgage note was subscribed in favor of or to the order of R & G Mortgage Corporation. On September 28, 2007, said mortgage note was purchased from R & G Mortgage Corporation by Plaintiff Pramco. Pramco is the current owner of the mortgage note.

3. For the purpose of securing the payment of said note, a mortgage was constituted by Deed Number 386, dated April 21, 2005, before Notary Public Juan L. Romero-Sánchez, over the following real property:

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URBANA - PROPIEDAD HORIZONTAL: Apartamento residencial número 706 de forma irregular localizado en el séptimo piso del Condominio Brisas de San Juan, situado en el Barrio Santurce Norte de la ciudad de San Juan, Puerto Rico. Tiene una cabida aproximada de 55.6 metros cuadrados, equivalente a 598.3 pies cuadrados. Colinda por el NORTE, en una distancia aproximada de 5.85 metros, con pasillo; por el OESTE, en una distancia aproximada de 5.36 metros, con pasillo, y en una distancia aproximada de 6.64 metros, con el apartamento 705; y por el ESTE, en una distancia aproximada de 11.95 metros, con espacio de exterior. La puerta de entrada de este apartamento está situada en su colindancia Sur, a través de la cual se llega a los elementos comunes generales, por los cuales se obtiene acceso a la vía pública y al exterior del edificio. Consta de sala-comedor, cocina, baño y dos habitaciones. Tiene una participacion de 0.0219649% en los elementos comunes generales del condominio. Le corresponde dos espacios de estacionamiento identificados con el número 14 y 15 como elemento común limitado.

Plaintiff's mortgage was presented for recordation at Entry Number 819 of the Daily Book Number 1071 of the Registry of Property, First Section of San Juan.

4. The Court notes that, since the Property Registrar has not proceeded to duly qualify and record the mortgage deed that is the subject of this case, pursuant to San Juan Credit v. Ramírez, 113 D.P.R. 181 (1982) and First Federal Savings Bank v. Nazario-González, 138 D.P.R. 872 (1995), this Court preserves jurisdiction of the case to order the satisfaction of the Judgment sums by way of the execution of the mortgage, once the Property Registrar proceeds to duly record Pramco's mortgage rights.

5. Defendants have failed to comply with the terms and conditions of the mortgage contract and have refused to pay the

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stipulated monthly installments, in spite of Plaintiff's demands and collection efforts.

6. According to the terms and conditions of the mortgage contract, if default is made in the payment of an installment under the mortgage note, and said default is not made good prior to the due date of the next installment, the entire principal sum and accrued interest shall at once become due and payable at the option of the holder.

7. Defendants' indebtedness with Plaintiff is:

- a) \$168,838.42 of aggregate principal;
- b) \$4,652.82 of interest accrued as of February 12, 2009, and thereafter until its full and total payment, which amount increases at the daily rate of \$28.73;
- c) \$17,650.00 of duly contracted attorney's fees and litigation costs; and
- d) Insurance premiums, taxes, advances, late charges, costs, court costs, disbursements, and attorneys' fees guaranteed under the mortgage obligation.

8. Defendants, as debtors of the amounts prayed for in the Complaint, are hereby **ORDERED** to pay unto Plaintiff the amounts specified and set forth in the preceding paragraph, paragraph seven.

9. Plaintiff in these proceedings may apply to this Court for such further orders as it may deem advisable to its interest in accordance with the terms of this Judgment and the Clerk shall

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proceed to issue of course all necessary writs to enforce and execute the same. Fed. R. Civ. P. 77(a).

IT IS SO ORDERED.

In San Juan, Puerto Rico, this 25th day of March, 2009.

s/Jaime Pieras, Jr.
JAIME PIERAS, JR.
U.S. SENIOR DISTRICT JUDGE